

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Bull Riders, LLC		01/28/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	3627366	8 SECOND HEROES	
Registration Number:	3733312	PBR TEAM SHOOTOUT	
Registration Number:	3681213	TEAM PBR	
Registration Number:	3344807	8 SECOND HEROES	
Registration Number:	3398960	8 SECOND HEROES	
Registration Number:	3739507	8 SECONDS	
Serial Number:	86112240	8 SECONDS	
Registration Number:	4757451	BRAND YOUR HIDE	
Registration Number:	3022769		
Registration Number:	3583312		
Registration Number:	3044118		
Registration Number:	3088091		
Serial Number:	85547988	COWBOY SPRING BREAK	
Registration Number:	3740289	GET TOUGH	
Registration Number:	3583328	GET TOUGH	
Registration Number:	4345840	LAST COWBOY STANDING	
Registration Number:	4345839	LAST COWBOY STANDING	
Registration Number:	3785420	MOBULL	
Registration Number:	4345838	PBR IRON COWBOY	
TRADEMARK			

OP \$1365.00 3627366

Property Type	Number	Word Mark
Registration Number:	3857925	PBR LTD.
Registration Number:	3785421	PBR MOBULL
Registration Number:	3785422	PBR MOBULL
Registration Number:	3092112	PBR PROFESSIONAL BULL RIDERS
Registration Number:	2691460	PBR PROFESSIONAL BULL RIDERS
Registration Number:	3619950	PBR PROFESSIONAL BULL RIDERS
Registration Number:	3092012	PBR PROFESSIONAL BULL RIDERS
Registration Number:	3720726	PBR PROFESSIONAL BULL RIDERS
Registration Number:	3085917	PBR PROFESSIONAL BULL RIDERS
Registration Number:	3780363	PBR PROFESSIONAL BULL RIDERS
Registration Number:	3938601	PBR PROFESSIONAL BULL RIDERS
Registration Number:	4551891	PBR PROFESSIONAL BULL RIDERS
Registration Number:	4641291	PBR SHOP
Registration Number:	3097240	PBR
Registration Number:	2207333	PBR
Registration Number:	3249568	PBR
Registration Number:	3583992	PBR
Registration Number:	3554142	PBR
Registration Number:	3945205	PBR
Registration Number:	4551910	PBR
Registration Number:	4551890	PBR
Registration Number:	3052710	PBR
Registration Number:	3721254	PBR
Registration Number:	3739839	PBRNOW
Registration Number:	2822593	PRO BULL RIDER
Registration Number:	3115825	PROFESSIONAL BULL RIDERS
Registration Number:	2334299	PROFESSIONAL BULL RIDERS
Registration Number:	3661382	PROFESSIONAL BULL RIDERS
Registration Number:	3938604	PROFESSIONAL BULL RIDERS
Registration Number:	3839887	TEAM PBR
Registration Number:	3782290	TOUGHEST SPORT ON EARTH
Registration Number:	3765265	TOUGHEST SPORT ON EARTH
Serial Number:	86242816	V PBR VELOCITY
Registration Number:	3995610	WOOL WARRIORS
Registration Number:	3918891	WOOL WARRIORS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindal LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	02/01/2016

Total Attachments: 9

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Professional Bull Riders, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 28, 2016

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 Seventh Avenue, 27th Floor

City: New York

State: NY

Country: USA Zip: 10019

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

54

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

January 29, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of January 28, 2016 (this "Agreement"), among Professional Bull Riders, LLC (the "Grantor") and Barclays Bank PLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WME IMG Holdings, LLC, a Delaware limited liability company ("Holdings"), WME IMG, LLC, a Delaware limited liability company ("Intermediate Holdings"), William Morris Endeavor Entertainment, LLC ("WME"), a Delaware limited liability company, IMG Worldwide Holdings, LLC, a Delaware limited liability company (as successor in interest to Iris Merger Sub, Inc.) ("IMG LLC"), the Lenders party thereto and Barclays Bank PLC, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Intermediate Holdings, WME, IMG LLC, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I, and the exclusive Trademarks Licenses under which such Grantor is a licensee listed on Schedule II (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an


executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROFESSIONAL BULL RIDERS, LLC,

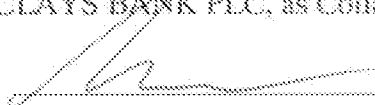
By:


Name: Jason Lublin

Title: Authorized Signatory

BARCLAYS BANK PLC, as Collateral Agent,

By:



Name: Luke Syme

Title: Assistant Vice President

Schedule I

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
1.	Professional Bull Riders, Inc. ¹	8 Second Heroes & Design	3,627,366
2.	Professional Bull Riders, Inc. ¹	PBR Team Shootout	3,733,312
3.	Professional Bull Riders, Inc. ¹	Team PBR	3,681,213
4.	Professional Bull Riders, LLC	8 Second Heroes & Design	3,344,807
5.	Professional Bull Riders, LLC	8 Second Heroes & Design	3,398,960
6.	Professional Bull Riders, LLC	8 Seconds	3,739,507
7.	Professional Bull Riders, LLC	8 Seconds	86/112,240
8.	Professional Bull Riders, LLC	Brand Your Hide	4,757,451
9.	Professional Bull Riders, LLC	Bull & Rider Design	3,022,769
10.	Professional Bull Riders, LLC	Bull & Rider Design	3,583,312
11.	Professional Bull Riders, LLC	Bull Head Design	3,044,118
12.	Professional Bull Riders, LLC	Bull Head Design	3,088,091
13.	Professional Bull Riders, LLC	Cowboy Spring Break	85/547,988 [Allowed]
14.	Professional Bull Riders, LLC	Get Tough	3,740,289
15.	Professional Bull Riders, LLC	Get Tough	3,583,328
16.	Professional Bull Riders, LLC	Last Cowboy Standing & Design	4,345,840
17.	Professional Bull Riders, LLC	Last Cowboy Standing	4,345,839
18.	Professional Bull Riders, LLC	Mobull	3,785,420
19.	Professional Bull Riders, LLC	PBR Iron Cowboy	4,345,838
20.	Professional Bull Riders, LLC	PBR LTD.	3,857,925

¹ Trademark registration will be updated as soon as practicable to reflect the owner's conversion to "Professional Bull Riders, LLC."

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
21.	Professional Bull Riders, LLC	PBR Mobull	3,785,421
22.	Professional Bull Riders, LLC	PBR Mobull & Design	3,785,422
23.	Professional Bull Riders, LLC	PBR Professional Bull Riders & Design	3,092,112
24.	Professional Bull Riders, LLC	PBR Professional Bull Riders & Design	2,691,460
25.	Professional Bull Riders, LLC	PBR Professional Bull Riders & Design	3,619,950
26.	Professional Bull Riders, LLC	PBR Professional Bull Riders & Design	3,092,012
27.	Professional Bull Riders, LLC	PBR Professional Bull Riders & Design	3,720,726
28.	Professional Bull Riders, LLC	PBR Professional Bull Riders & Design	3,085,917
29.	Professional Bull Riders, LLC	PBR Professional Bull Riders & Design	3,780,363
30.	Professional Bull Riders, LLC	PBR Professional Bull Riders & Design	3,938,601
31.	Professional Bull Riders, LLC	PBR Professional Bull Riders & Design	4,551,891
32.	Professional Bull Riders, LLC	PBR Shop & Design	4,641,291
33.	Professional Bull Riders, LLC	PBR	3,097,240
34.	Professional Bull Riders, LLC	PBR	2,207,333
35.	Professional Bull Riders, LLC	PBR	3,249,568
36.	Professional Bull Riders, LLC	PBR	3,583,992
37.	Professional Bull Riders, LLC	PBR	3,554,142
38.	Professional Bull Riders, LLC	PBR	3,945,205
39.	Professional Bull Riders, LLC	PBR	4,551,910
40.	Professional Bull Riders, LLC	PBR	4,551,890 ²
41.	Professional Bull Riders, LLC	PBR & Design	3,052,710
42.	Professional Bull Riders, LLC	PBR & Design	3,721,254

² Opposition to this trademark is pending.

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
43.	Professional Bull Riders, LLC	PBRNOW	3,739,839
44.	Professional Bull Riders, LLC	Pro Bull Rider	2,822,593
45.	Professional Bull Riders, LLC	Professional Bull Riders	3,115,825
46.	Professional Bull Riders, LLC	Professional Bull Riders	2,334,299
47.	Professional Bull Riders, LLC	Professional Bull Riders	3,661,382
48.	Professional Bull Riders, LLC	Professional Bull Riders	3,938,604
49.	Professional Bull Riders, LLC	Team PBR	3,839,887
50.	Professional Bull Riders, LLC	Toughest Sport on Earth	3,782,290
51.	Professional Bull Riders, LLC	Toughest Sport on Earth	3,765,265
52.	Professional Bull Riders, LLC	V PBR Velocity & Design	86/242,816
53.	Professional Bull Riders, LLC	Wool Warriors	3995610
54.	Professional Bull Riders, LLC	Wool Warriors	3918891

Schedule II

None.